

175,04

ACCESS AGREEMENT

This Agreement is made as of the 21st day of June, 1999 between L. Keeley Paving & Construction Co., a land owner in St. Clair County, Illinois, and Solutia Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, L. Keeley Paving & Construction Co. is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. L. Keeley Paving & Construction Co. hereby grants to Solutia a revocable license to enter upon real property owned by L. Keeley Paving & Construction Co. located on Falling Springs Road in Sauget, Illinois, parcel numbers 01-35.0-200-035 and 01-35.0-200-036, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel. Any and all access/visits will be coordinated with L. Keeley Paving & Construction Co. or its designated representative, so as to minimize the effects, if any, to the business or operations of L. Keeley Paving & Construction Co. at said property.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. L. Keeley Paving & Construction Co. will receive copies of the Final test results from work performed on said property, as incorporated in the Final Reports.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation Statutory

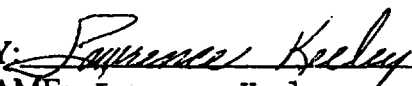
Employer's Liability \$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) -- \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) combined single limit of \$1,000,000 per occurrence.

7. L. Keeley Paving & Construction Co. shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which L. Keeley Paving & Construction Co. has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: 
NAME: Lawrence Keeley
ADDRESS: 2901 Falling Springs Road
Sauget, IL 62206

PARCEL NUMBER(S): 01-35.0-200-035;
01-35.0-200-036

SOLUTIA, INC.

BY: D. M. Light
TITLE: Mgmt. Remedial Project
6-21-97

ACCESS AGREEMENT

This Agreement is made as of the 21st day of June, 1999 between the L. Keeley Land Trust, a land owner in St. Clair County, Illinois, and Solutia Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, the L. Keeley Land Trust is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. The L. Keeley Land Trust hereby grants to Solutia a revocable license to enter upon real property owned by the L. Keeley Land Trust, located on Falling Springs Road in Sauget, Illinois, parcel number 01-35.0-200-033, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel. Any and all access/visits will be coordinated with the L. Keeley Land Trust, or its designated representative, so as to minimize the effects, if any, to the business or operations of the L. Keeley Land Trust at said property.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. The L. Keeley Land Trust will receive copies of the Final test results from work performed on said property, as incorporated in the Final Reports.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation Statutory

Employer's Liability \$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) -- \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) combined single limit of \$1,000,000 per occurrence.

7. The L. Keeley Land Trust shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which the L. Keeley Land Trust has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: Lawrence Keeley
NAME: Lawrence Keeley
ADDRESS: 2901 Falling Springs Road
Sauget, IL 62206
PARCEL NUMBER(S): 01-35.0-200-033

SOLUTIA, INC.

BY: D. M. Fazio
TITLE: Mgt. Remedial Project
-2- 6-21-79

ADDENDUM TO ACCESS AGREEMENT
BETWEEN L. KEELEY LAND TRUST AND SOLUTIA INC.

Pursuant to an Access Agreement ("Agreement") dated June 1, 1999, entered into between the L. Keeley Land Trust and Solutia Inc. ("Solutia"), Solutia is permitted to access L. Keeley Land Trust property, parcel number 01-35.0-200-033, for purposes of sampling both soil and groundwater as required by a January 21, 1999 Administrative Order by Consent between Solutia and U.S. EPA.

This Addendum acknowledges that Solutia shall also be permitted to access the above-referenced property for purposes of performing soil and sediment removal work, along with post-removal sampling activities, as required by a May 31, 2000 Unilateral Administrative Order issued by U.S. EPA. This additional access shall be subject to the same terms and conditions as the original Access Agreement.

Acknowledged and agreed to this 16 day of June, 2000.

SOLUTIA INC.

By:  ^{BJS}

Title: Vice President, Operations Excellence

L. KEELEY LAND TRUST

By: 

Title: Trustee